

BILL NO. S-92-11- 01

SPECIAL ORDINANCE NO. S- 200-52

AN ORDINANCE approving the awarding of Reference #3FLP030 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and PERKIN ELMER for the Three Rivers Filtration Plant.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
OF THE CITY OF FORT WAYNE, INDIANA;

8 SECTION 1. That Reference #3FLP030 between the City
9 of Fort Wayne, by and through its Department of Purchasing
10 and PERKIN ELMER (only source vendor) for the Three Rivers
11 Filtration Plant, respectfully for:

the full maintenance protection plan during 1993 on the atomic absorption unit for the Three Rivers Filtration Plant;

involving a total cost of Eleven Thousand Two Hundred Sixty-Two and 52/100 Dollars (\$11,262.52), all as more particularly set forth in said Reference #3FLP030, which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

X NEW RETURN TO DATE QUOTED: 10/08/92
 ADDON PERKIN-ELMER CORPORATION
 RENEWAL 9855 CROSSPOINT BLVD. SUITE 140 PERKIN ELMER
 INDIANAPOLIS, IN 46256 PLAN NUMBER:
 ATTN: DONALD R. BLEVINS D1/D4

CUSTOMER SHIPPING ADDRESS

BILLING ADDRESS

CITY OF FORT WAYNE
 3 RIVERS FILTRATION PLANT
 GRISWALD DRIVE
 FORT WAYNE, INDIANA 46805

CITY OF FORT WAYNE
 ONE MAIN STREET
 FORT WAYNE, INDIANA Z-8 46802

ATTN OF: CHET SHASTRI

TELEPHONE: 219/427-1254

PLAN DESCRIPTIONS, TERMS AND CONDITIONS OF THE PLAN OPTIONS ARE OUTLINED ON THE REVERSE SIDE

INSTRUMENTS COVERED

MODEL #	SERIAL #	LOCATION	USER	PROTECTION	PLAN OPTIONS
5100PC/T/D2	145666			\$414.00	FULL WARRANTY
5100ZIMODULE	9999			\$342.00	EXTENSION
AS-70	6603			\$104.00	
DEC316SX40	TC00077292			\$62.00	
FIAS200	2843			\$46.00	
AS90	453358			\$35.00	
EDL SYSTEM 2	9999			\$30.00	
OKIDATA320	9999			\$18.00	

ZONE	X	Y	Z	FULL MONTHLY PRICE	\$1,051.00	\$767.00
				6 % QUANTITY DISCOUNT	\$63.06	\$46.02
				NET MONTHLY PRICE	\$987.94	\$720.98
				-5.% disc. ANNUAL PAYMENT	11,262.52	\$8,219.17
				CHECK PLAN DESIRED		

Items covered Mon thru Fri 8:30 to 5:00 excluding Perkin Elmer Holidays

AUTHORIZATIONS:

QUOTED BY: RICK DOWELL/DON MUSE	DATE: _____
PHONE: (317) 849-2777	APPROVED BY: _____
TITLE: CUSTOMER SUPPORT ENGINEERS	TITLE: _____
OFFICE: INDIANAPOLIS IN	PAYMENT CHOICE MONTHLY _____ ANNUAL _____
PLAN PERIOD 05/01/93 TO 04/30/94	PURCHASE ORDER # _____
PE AUTHORIZATION: _____	

PLAN DESCRIPTIONS, TERMS AND CONDITIONS

FULL PROTECTION

WARRANTY EXTENSION

PREVENTATIVE MAINTENANCE VISITS

Coverage provides two preventative maintenance visits spaced through the Plan Year. The visit schedule will be set by Perkin-Elmer with advance notice to the customer.

Coverage provides no preventative maintenance visits. This plan is aimed at 'On Demand' maintenance to correct malfunctions encountered with normal use.

EMERGENCY LABOR AND TRAVEL

Coverage provides all emergency maintenance on call.

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PARTS

Parts are included in the price of this plan. 'Parts' refers only to those replacement parts used in performance of emergency maintenance. It does not include spares or consumable items.

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ADVANTAGES

Complete maintenance coverage including Preventive Maintenance at a fixed charge for which you can budget in advance.

Repair maintenance coverage at a fixed charge for which you can budget in advance. Insurance against high cost of multiple maintenance calls.

TERMS OF PAYMENT

Net 30 days from date of invoice. Single annual payment option will be invoiced in first month of coverage. If deferred invoicing is required, sum of monthly prices will apply.

When payment is not remitted within 30 days of invoice, Buyer shall be delinquent and agrees to pay interest at the rate of 1½ percent per month on the net unpaid invoice amount.

TAXES

Buyer is responsible for the ultimate payment of all taxes which may be assessed or levied on or on account of materials sold or maintenance performed hereunder to the Buyer.

TERM OF AGREEMENT

Agreement period shall be indicated on the face of the maintenance plan.

EXPIRATION DATE

This quotation expires 30 days from date quoted.

CANCELLATION CLAUSE

Maintenance plans are subject to cancellation upon 30 days written notice by either party.

OTHER MAINTENANCE

Maintenance required due to abnormal use or environment, sampling accessory repairs, installation of accessory attachments, systems alterations and instrument modification or overhaul, though not included in the agreement, will be performed when requested at standard rates.

OTHER TERMS AND CONDITIONS

Perkin-Elmer reserves the right to inspect any instrument prior to inclusion, and may require that an instrument be overhauled, at the customer's expense, before covering it on the maintenance plan. Perkin-Elmer reserves all rights, expressed or implied, not stated herein and shall have no liability for special or consequential damages of any kind.

INSURANCE AND INDEMNITY

Regardless of anything stated to the contrary in any purchase order or other document submitted by Buyer in response to this quotation, Perkin-Elmer will not indemnify or hold harmless Buyer from any liability or damages to the extent that such liability or damages arise out of Buyer's negligence or carelessness or the failure of Buyer to maintain its premises in a safe and healthful condition in compliance with all applicable workers' health and safety legislation and, in particular, the standards adopted by the Occupational Safety and Health Administration. Perkin-Elmer's sales and service personnel are not authorized to bind The Perkin-Elmer Corporation to any indemnity or hold harmless agreement.

ACCEPTANCE AND CONTROLLING TERMS OF CONTRACT

This order is quoted on the basis of the terms and conditions stated herein and all orders are subject to acceptance in Norwalk, Connecticut. To the extent that these terms are contradicted by Buyer's, these terms and conditions shall control.

(NB)

Read the first time in full and on motion by Long,
seconded by _____, and duly adopted, read the second time by
title and referred to the Committee on City Utilities (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on _____, the _____ day
of _____, 19_____, at _____ o'clock M., E.S.T.

DATED: 11-10-92.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Long,
seconded by Long, and duly adopted, placed on its passage.
PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>			
<u>BRADBURY</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>LUNSEY</u>	<u>✓</u>			
<u>RAVINE</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 11-24-92.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-200-92
on the 24th day of November, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 25th day of November, 1992,
at the hour of 3:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of November,
1992, at the hour of 5:00 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

City U.

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 3Flp030 for maintenance on the atomic absorption unit for the Three Rivers Filtration Plant for 1993.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Full protection maintenance plan for atomic absorption system and accessories. This plan includes twice a year preventive maintenance calls and replacement of now consumable parts at no cost.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT ON NON-PASSAGE: If the plan is not approved we may face high cost of replacement parts and maintenance calls after warranty expires. EPA recommends schedule preventive maintenance for analytical instruments. This will avoid unscheduled down time and help out in getting certification for metals analysis from IDEM under safe drinking water act.

PRIOR APPROVAL REQUESTED: DATE:

MONIES INVOLVED: Perkin Elmer \$11262.52

PRICE AGREEMENT: PURCHASE ORDER: YES

ACCOUNT INFORMATION: Filtration Pl 513-521-6353-431P

D-9d-11-01.

BILL NO. S-92-11-01

~~Hold until
11/24/12~~

REPORT OF THE COMMITTEE ON
CITY UTILITIES

DAVID C. LONG, CHAIR
SAMUEL J. TALRAICO, VICE CHAIR
LUNSEY, BRADBURY

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving the
awarding of Reference #3FLP030 by the City of Fort Wayne,
Indiana, by and through its Department of Purchasing and PERKIN
ELMER for the Three Rivers Filtration Plant

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS **DO NOT PASS** **ABSTAIN** **NO REC**

Howard Pyle
Samuel T. Tuckerman
W. H. Smith
J. R. Bradbury

DATED: 11-24-92.

Sandra E. Kennedy
City Clerk